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Susan Oster d/b/a Feral Jewelry

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Susan Oster d/b/a Feral Jewelry, an
individual,

Plaintiff,

v.

Rainbow K Jewelry SAS, a French joint-
stock company; mytheresa.com GmbH, a
German entity; Schoola, Inc. d/b/a
Olivela.com, a Delaware corporation;
SoPicks, an Italian entity; Eastward
Bound Technology, Inc. d/b/a Vugstyle,
Inc., a Colorado corporation; Last Resort,
LLC, a California company; Maxfield
Enterprises, Inc., a California
corporation; Lissa Fine Jewelry, a New
York entity; and DOES 3-50, inclusive;

Defendants.

Case No.: 2:25-cv-04929-JLS-PD

**PLAINTIFF'S FIRST AMENDED
COMPLAINT FOR:**

- 1. COPYRIGHT INFRINGEMENT**
- 2. CONTRIBUTORY COPYRIGHT INFRINGEMENT**
- 3. ACCOUNTING**

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COMES NOW Plaintiff Susan Oster (“Plaintiff” or “Ms. Oster”), by and through the undersigned attorneys, who hereby alleges as follows:

JURISDICTION, VENUE, AND INTRADISTRICT ASSIGNMENT

1. The Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1338(a) because this is an action for copyright infringement arising under the Copyright Act of 1976, 17 U.S.C. §§ 101, 106, 115, 501, 602.

2. Pursuant to 28 U.S.C. § 1367, the Court has supplemental jurisdiction over any claim deemed not to contain a federal question because it is part of the same case or controversy.

3. This Court has personal jurisdiction over Defendant Rainbow K Jewelry SAS (“Rainbow K”) because Rainbow K has had a substantial presence within this Judicial District and within California. Upon information and belief, Rainbow K produces, manufactures, transports, markets, and/or sells its products in and from California, including in this Judicial District. As such, Rainbow K has substantial and significant contacts within the State of California and has purposefully availed itself to the benefits and protections of the United States by conducting business herein.

4. This Court has personal jurisdiction over Defendant mytheresa.com GmbH (“MyTheresa”) because MyTheresa has had a substantial presence within this Judicial District and within California. Upon information and belief, MyTheresa produces, manufactures, transports, markets, and/or sells products in and from California, including in this Judicial District. As such, MyTheresa has substantial and significant contacts within the State of California and purposefully availed itself to the benefits and protections of the United States by conducting business herein.

5. This Court has personal jurisdiction over Defendant Schoola, Inc. d/b/a Olivela.com (“OliveLA”) because OliveLA has had a substantial presence within this Judicial District and within California. Upon information and belief, OliveLA produces, manufactures, transports, markets, and/or sells products in and from California, including in this Judicial District. As such, OliveLA has substantial and significant

1 contacts within the State of California and purposefully availed itself to the benefits and
2 protections of the United States by conducting business herein.

3 6. This Court has personal jurisdiction over Defendant SoPicks (“SoPicks”)
4 because SoPicks has had a substantial presence within this Judicial District and within
5 California. Upon information and belief, SoPicks produces, manufactures, transports,
6 markets, and/or sells its products in and from California, including in this Judicial
7 District. As such, SoPicks has substantial and significant contacts within the State of
8 California and purposefully availed itself to the benefits and protections of the United
9 States by conducting business herein.

10 7. This Court has personal jurisdiction over Defendant Eastward Bound
11 Technology, Inc. d/b/a/ Vugstyle (“Vugstyle”) because Vugstyle has had a substantial
12 presence within this Judicial District and within California. Upon information and belief,
13 Vugstyle produces, manufactures, transports, markets, and/or sells products in and from
14 California, including in this Judicial District. As such, Vugstyle has substantial and
15 significant contacts within the State of California and purposefully availed itself to the
16 benefits and protections of the United States by conducting business herein.

17 8. This Court has personal jurisdiction over Defendant Last Resort, LLC
18 (“Last Resort”) because Last Resort has had a substantial presence within this Judicial
19 District and within California. Upon information and belief, Last Resort produces,
20 manufactures, transports, markets, and/or sells products in and from California,
21 including in this Judicial District. Upon information and belief, Last Resort is also a
22 California limited liability company with its principal place of business in California.
23 As such, Last Resort has substantial and significant contacts within the State of
24 California and purposefully availed itself to the benefits and protections of the United
25 States by conducting business herein.

26 9. This Court has personal jurisdiction over Defendant Maxfield Enterprises,
27 Inc. (“Maxfield”) because Maxfield has had a substantial presence within this Judicial
28 District and within California. Upon information and belief, Maxfield produces,

1 manufactures, transports, markets, and/or sells products in and from California,
2 including in this Judicial District. Upon information and belief, Maxfield is also a
3 California corporation with its principal place of business in California. As such,
4 Maxfield has substantial and significant contacts within the State of California and
5 purposefully availed itself to the benefits and protections of the United States by
6 conducting business herein. Plaintiff hereby substitutes Maxfield Enterprises, Inc. in
7 place of DOE 1, pursuant to Federal Rules of Civil Procedure 15(a). All references to
8 “DOE 1” in the original Complaint shall now refer to Maxfield Enterprises, Inc.

9 10. This Court has personal jurisdiction over Defendant Lissa Fine Jewelry
10 (“Lissa Fine Jewelry”) because Lissa Fine Jewelry has had a substantial presence within
11 this Judicial District and within California. Upon information and belief, Lissa Fine
12 Jewelry produces, manufactures, transports, markets, and/or sells products in and from
13 California, including in this Judicial District. As such, Lissa Fine Jewelry has substantial
14 and significant contacts within the State of California and purposefully availed itself to
15 the benefits and protections of the United States by conducting business herein. Plaintiff
16 hereby substitutes Lissa Fine Jewelry in place of DOE 2, pursuant to Federal Rules of
17 Civil Procedure 15(a). All references to “DOE 2” in the original Complaint shall now
18 refer to Lissa Fine Jewelry.

19 11. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because a
20 substantial part of the events giving rise to the claims occurred in this State, and because
21 the named Defendants are subject to personal jurisdiction in this State.

22 12. Assignment to the Western Division is proper under Code of Civil
23 Procedure § 395.5 because Plaintiff is informed and believes that the obligation or
24 liability arose in Los Angeles County and that a substantial part of the events or
25 omissions which give rise to the claim asserted herein occurred in Los Angeles County.

26 **THE PARTIES**

27 13. Plaintiff Susan Oster is, and at all times was, an individual that resides
28 within the City and County of Los Angeles, State of California.

1 14. Plaintiff is informed and believes that Defendant Rainbow K Jewelry SAS
2 is, and at all times relevant was, a French *Société par Actions Simplifiée* (SAS), which
3 is a simplified joint-stock company under the laws of France purportedly with its
4 principal place of business at 17 Rue Cernuschi, 75017 Paris, France. Upon information
5 and belief, the company's headquarters are located at 5 Rue de Castiglione, 75001 Paris,
6 France.

7 15. Plaintiff is informed and believes that Defendant mytheresa.com GmbH is,
8 and at all times relevant was, a German Gesellschaft mit beschränkter Haftung (GmbH),
9 which is a common type of limited liability company under the laws of Germany
10 purportedly with its principal place of business located in Munich, Germany. Upon
11 information and belief, the company conducts business in the United States located at
12 44 W. 37th Street, New York, New York 10018.

13 16. Plaintiff is informed and believes that Defendant Schoola, Inc. d/b/a
14 Olivela.com is, and at all times relevant was, a Delaware corporation with its principal
15 place of business located at 10 E. 40th Street, New York, New York 10016. Upon
16 information and belief, the company also conducts business at 601 Montgomery Street,
17 Suite 675, San Francisco, California 94111.

18 17. Plaintiff is informed and believes that Defendant SoPicks is, and at all
19 times relevant was, an Italian company under the laws of Italy purportedly with its
20 principal place of business located in Italy.

21 18. Plaintiff is informed and believes that Defendant Eastward Bound
22 Technology, Inc. d/b/a Vugstyle is, and at all times relevant was, a Colorado corporation
23 with its principal place of business located at 1312 17th Street, Suite 2199, Denver,
24 Colorado 80202.

25 19. Plaintiff is informed and believes that Defendant Last Resort, LLC is, and
26 at all times relevant was, a California limited liability company with its principal place
27 of business located at 549 Moreno Avenue, Apt. 306, Los Angeles, California 90049.

28 20. Plaintiff is informed and believes that Defendant Maxfield Enterprises,

1 Inc. is, and at all times relevant was, a California corporation with its principal place of
2 business located at 8825 Melrose Avenue, Los Angeles, California 90069. Plaintiff
3 hereby substitutes Maxfield Enterprises, Inc. in place of DOE 1, pursuant to Federal
4 Rules of Civil Procedure 15(a). All references to “DOE 1” in the original Complaint
5 shall now refer to Maxfield Enterprises, Inc.

6 21. Plaintiff is informed and believes that Defendant Lissa Fine Jewelry is, and
7 at all times relevant was, a New York entity with its principal place of business located
8 at 445 Park Avenue #16B, New York, New York 10022. Plaintiff hereby substitutes
9 Lissa Fine Jewelry in place of DOE 2, pursuant to Federal Rules of Civil Procedure
10 15(a). All references to “DOE 2” in the original Complaint shall now refer to Lissa Fine
11 Jewelry.

12 22. Plaintiff is informed and believes that at all relevant times mentioned
13 herein, Defendants, including those fictitious names as DOES 3 through 50, in doing the
14 things alleged in this Complaint, acted in concert and conspired with or aided and abetted
15 each other to do the acts complained of in this complaint, and that each Defendant acted,
16 at all times, as the agent, partner, co-conspirator, co-venturer, joint venturer,
17 representative or employee of the remaining Defendants and were acting within the
18 scope and purpose of that agency, partnership, joint venture or employment, such that
19 the acts and conduct of each Defendant, including those named herein as DOES, was
20 known to, authorized by and ratified by the other Defendants. Plaintiff is further
21 informed and believes that each of the Defendants named herein engaged in wrongful
22 conduct that is a cause of Plaintiff’s damages, and are responsible in some manner for
23 the damages sustained by Plaintiff.

24 23. DOES 3-50, Defendant Rainbow K, Defendant MyTheresa, Defendant
25 OliveLA, Defendant SoPicks, Defendant Vugstyle, Defendant Last Resort, Defendant
26 Maxfield, and Defendant Lissa Fine Jewelry will be collectively referred to herein as
27 “Defendants.”
28

GENERAL FACTUAL ALLEGATIONS

A. Susan Oster and Feral Jewelry

24. Susan Oster is an acclaimed and highly regarded interior designer and jewelry designer.

25. In 2016, Ms. Oster founded Feral Jewelry, a line of original jewelry designs inspired by naturalistic themes and influenced by the wild untamed animal world of the North American wilderness. As such, Ms. Oster is committed to sourcing and creating original jewelry pieces sustainably. The Feral Jewelry collection and designs are available for purchase online at <https://feraljewelry.com/>.

26. Ms. Oster has obtained and owns an active and valid copyright registration from the United States Copyright Office (“USCO”) under Registration Number VA 2-202-552, which covers and includes exclusive rights to the “Bling Spike Ring” or “Spike Ring” and all derivations thereof.

27. Ms. Oster has also obtained and owns an active and valid copyright registration from the USCO under Registration Number VA 2-352-994, which covers and includes exclusive rights to the “Feral Jewelry Large Spike Pendant” and all derivations thereof.

28. A prominent, iconic design concept throughout the Feral Jewelry collection is the “Spike” design, which is inspired from the points and tips of elk antlers.

29. In early 2017, Ms. Oster designed and created the original Spike Ring:



30. The Spike Ring has been designed and created in several different variations, including by color, material, and diamond pavé:



ANTLER SPIKE



BLACK MAMBA RING



BLACK SPIKE



BLING SPIKE RING



CRYSTAL SPIKE RING



FACETED CRYSTAL TIPPED SPIKE



31. The Spike Ring is produced from a combination of precious metals, crystal, onyx, diamonds, and/or fragments from actual elk antlers.

32. One of the prominent features of the Spike Ring includes a rounded horn as a conical shape with a slight downward curvature starting from one end to the other, with the widest end having the largest diameter and gradually tapering down to the smallest diameter at the point. The rounded horn passes through a gold or silver shank with flat sides that is designed to wrap around the finger. The ring also features diamond pave accents on the ring base metal wrapped around the horn spike. The shank of the

ring is designed in a “U” shape with parallel flat sides to accommodate the finger.

33. The Spike Ring in gold and silver are decorated with differing degrees of diamond pavé accents (i.e. straight lines of diamonds, diamonds covering the entirety of the horn, diamonds covering parts of the ring shank, etc.).

34. Likewise, in 2017, Ms. Oster designed and created the original Spike Bracelet, which has been designed and created in several different variations, including by color, material, and diamond pavé:



35. The Spike Bracelet is produced from a combination of precious metals, crystal, onyx, diamonds, and/or fragments from actual elk antlers.

36. One of the prominent features of the Spike Bracelet includes a rounded horn as a conical shape with a slight downward curvature starting from one end to the other, with the widest end having the largest diameter and gradually tapering down to the smallest diameter at the point. The rounded horn passes through a gold or silver shank with flat sides that is designed to wrap around the wrist. The bracelet also features diamond pave accents on the wrist base metal wrapped around the horn spike. The shank of the bracelet is designed in a “U” shape with parallel flat sides to accommodate the wrist.

1 37. The Spike Bracelet in gold and silver are decorated with differing degrees
2 of diamond pavé accents (i.e. straight lines of diamonds, diamonds covering the entirety
3 of the horn, diamonds covering parts of the ring shank, etc.).

4 38. The Spike collection has been widely recognized and featured by various
5 print and online publications, including “*The 100 Women of Jewelry*” by Linda Kozloff-
6 Turner.

7 39. Ms. Oster was a featured guest on a podcast channel called “Jewelry
8 Navigator” hosted by Brenna Pakes wherein the Feral Jewelry collection was featured
9 and discussed:



10
11
12
13
14 40. Ms. Oster has devoted substantial time and energy developing and building
15 the Feral Jewelry brand. Ms. Oster has invested significant resources in marketing,
16 advertising, and promoting the Feral Jewelry collection with various firms, agents,
17 publications, and consultants.

18 41. Ms. Oster distributes and sells pieces from the Feral Jewelry collection
19 through “brick and mortar” retail stores, the Feral Jewelry online website and social
20 media channels, and whole sale trade.

21 42. Ms. Oster has also promoted and displayed the Feral Jewelry line at many
22 “trade and trunk” shows across the country (i.e. Jewelers of America NYC Shows, JCK
23 Las Vegas Shows, and the Palm Beach Show Group). These trade shows are known in
24 the jewelry industry to be important opportunities to introduce one’s jewelry line to high-
25 end independent retailers, national chains, department stores, and global audiences of
26 professional retail jewelers. Ms. Oster expended great capital expenditures and
27 significant resources to attend, participate, exhibit the Feral Jewelry collection.
28

Mandalay Bay Convention Center

June 7, 2017 1:32 PM



B. Defendant Rainbow K Jewelry, LLC

43. Plaintiff is informed and believes that Rainbow K Jewelry SAS (“Rainbow K”) is a French *Société par Actions Simplifiée* (SAS), which is a simplified joint-stock company under the laws of France purportedly with its principal place of business at 17 Rue Cernuschi, 75017 Paris, France. Upon information and belief, the company’s headquarters are located at 5 Rue de Castiglione, 75001 Paris, France.

44. Plaintiff is informed and believes that Rainbow K is owned and operated by jewelry designers Kelly Souied and Kelia Toledano.

1 45. Plaintiff is informed and believes that, Rainbow K claims on its website
2 that: “Rainbow K is the result of a fusion of inspiration and passion between these two
3 young Parisian women.”

4 46. Plaintiff is informed and believes that Rainbow K claims on its website
5 that Kelly Souied is a gemologist and created “a prestigious jewelry line.”

6 47. Plaintiff is informed and believes that Rainbow K’s website states Kelia
7 Toledano is a fashion enthusiast, designs the Rainbow K collections, and oversees the
8 artistic direction of the brand.

9 48. Plaintiff is informed and believes that Rainbow K is a jewelry brand and
10 retailer with an online presence in France and the United States. Rainbow K’s website
11 claims that: “Rainbow K creates timeless pieces that blend everyday accessories with
12 statement elements,” and “The signature of Rainbow K is based on innovative and
13 visionary design.”

14 49. In or about early 2023, Plaintiff discovered that Rainbow K designed and
15 created a “Horn” collection of jewelry products.

16 50. Plaintiff is informed and believes that Rainbow K’s Horn collection
17 includes a Horn Ring:



51. Plaintiff is informed and believes that Rainbow K's Horn collection includes a Horn Bracelet:



52. Plaintiff is informed and believes that Rainbow K's "Horn" collection has the same look and feel of Ms. Oster's copyrighted Spike Ring and Spike Bracelet. Rainbow K uses an identical conical shaped element with graduating diameters, with a slight downward curved bend concept, passing through a flat metal "U" shaped shank with parallel sides, with or without diamond and metal accents – the same as Ms. Oster's Spike collection.

53. Plaintiff is informed and believes that Rainbow K describes the Horn Ring as: "a rock and sophisticated piece that embodies the rebellious spirt and confidence."

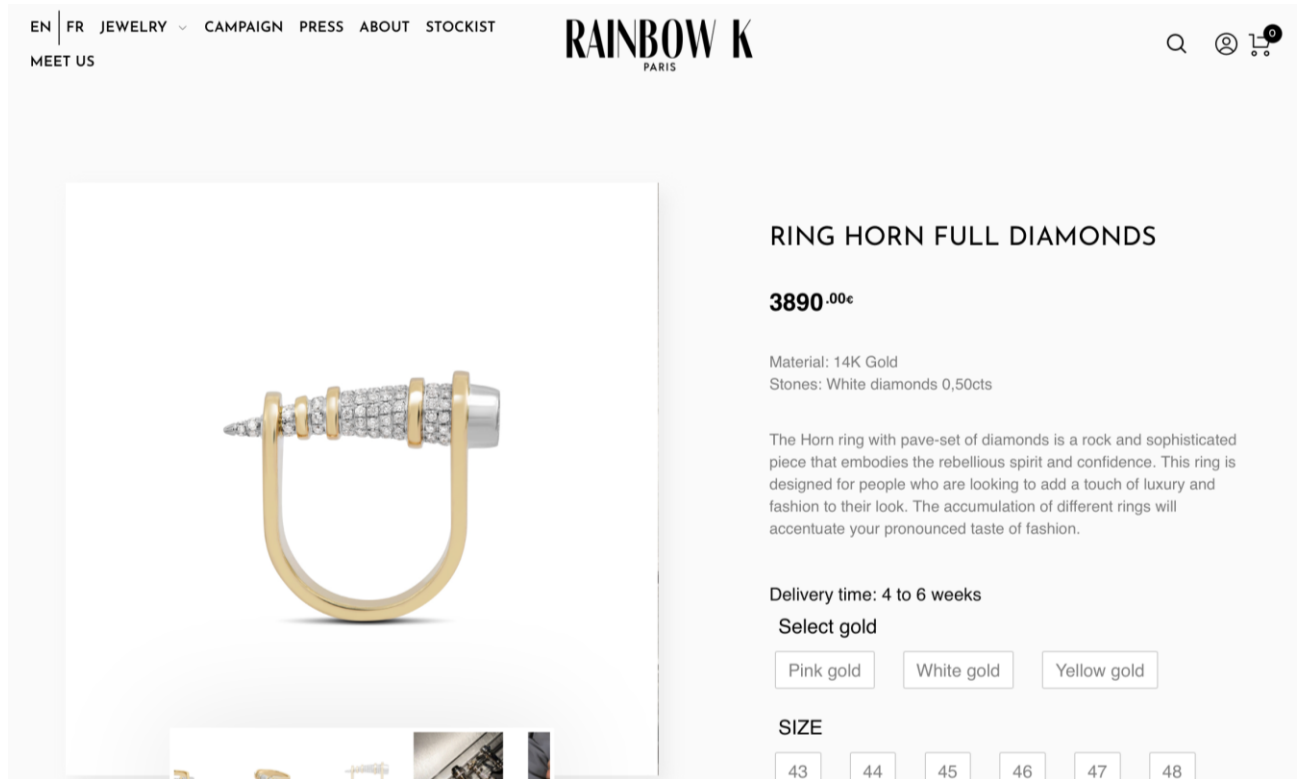
54. Plaintiff is informed and believes that Rainbow K's offending Horn collection can and has created consumer confusion in the marketplace because it can easily be confused with the Spike collection by Feral Jewelry.

55. Plaintiff is informed and believes that the offending Rainbow K Horn collection infringes on Ms. Oster's copyrights and trademarks in the Spike collection original designs.

56. Plaintiff is informed and believes that the offending Rainbow K Horn collection has also created an unfair competitive advantage by selling pieces in the Horn collection at a lower price point, using lower quality materials, utilizing smaller size components, and thereby marketing the pieces at a lower price point compared to the

Feral Jewelry Spike collection.

57. Plaintiff is informed and believes that the Horn collection, which is expressed in several jewelry categories of Rings, Earrings, Pendants, and Bangles has been extensively promoted and marketed since 2022, and prominently featured in Rainbow K's marketing, press coverage, and on their online website, as well as being sold by various retailers both online and in-store. Some examples are as follows:



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EN
FR
JEWELRY
CAMPAIGN
PRESS
ABOUT
STOCKIST
MEET US

RAINBOW K
PARIS

BANGLE HORN PAVE

18575.00€

Material: 14K Gold
Stones: White diamonds 2,69cts

The Horn bangle is a rock and sophisticated piece that embodies the rebellious spirit and confidence. This bangle is designed for people who are looking to add a touch of luxury and fashion to their look.

Delivery time: 4 to 6 weeks

Select gold

Pink gold
White gold
Yellow gold

SIZE

14 cm
15 cm
16 cm
17 cm

EN
FR
JEWELRY
CAMPAIGN
PRESS
ABOUT
STOCKIST
MEET US

RAINBOW K
PARIS

BANGLE HORN HOOP DIAMONDS

11930.00€

Material: 14K Gold
Stones: White diamonds 0,80cts

The Horn bangle is a rock and sophisticated piece that embodies the rebellious spirit and confidence. This bangle is designed for people who are looking to add a touch of luxury and fashion to their look.

Delivery time: 4 to 6 weeks

Select gold

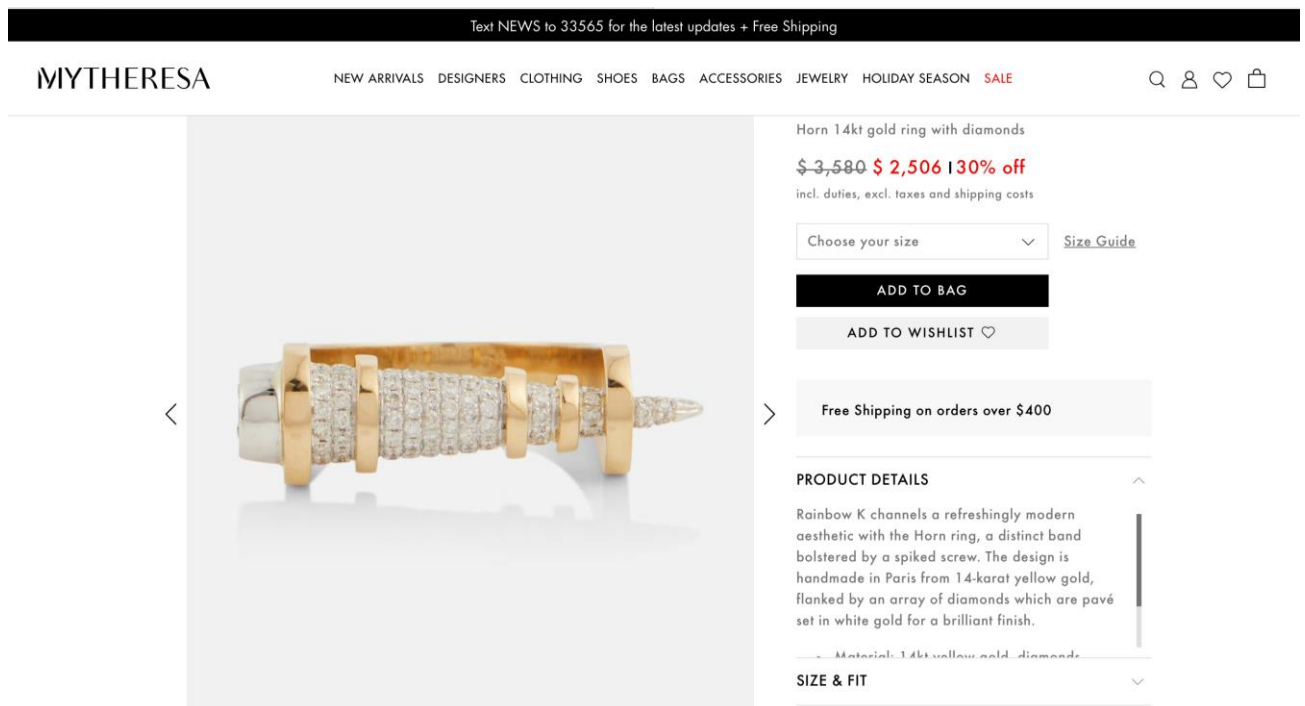
Pink gold
White gold
Yellow gold

SIZE

14 cm
15 cm
16 cm
17 cm

58. Plaintiff is informed and believes that in or about early 2023 Rainbow K created and began distributing, selling, and transporting the infringing Horn collection in France and the United States.

59. Plaintiff is informed and believes that Rainbow K markets, advertises, promotes, and sells the Horn collection in the United States, France, and through online retailers reaching consumers across the globe, including but not limited to MyTheresa, OlivaLA, Modesens, SoPicks, Vugstyle, Last Resort, Tiny Goods, The Webster, Lissa Fine Jewelry, HP Village Market, Valentines Too, Saks Fifth Avenue, Tassels, Goop, Milestones by Ashleigh Bergman, Clothbase, Beyond Style, and Maxfield:



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MYTHERESA NEW ARRIVALS DESIGNERS CLOTHING SHOES BAGS ACCESSORIES JEWELRY HOLIDAY SEASON SALE

Women / Designers / Rainbow K / Jewelry / Fine Jewelry / Rings



RAINBOW K
Horn 14kt white and yellow gold ring with diamonds

~~\$2,640~~ **\$1,848** 30% off
incl. duties, excl. taxes and shipping costs

Choose your size [Size Guide](#)

ADD TO BAG

ADD TO WISHLIST

Free Shipping on orders over \$400


PRODUCT DETAILS

Rainbow K's Horn ring will add a modern edge to your fine jewelry collection. The contemporary gem is made from 14kt yellow and white gold featuring 0.21 ctw white

OLIVELA

NEW IN DESIGNERS DRESSES CLOTHING JEWELRY & WATCHES SHOES BAGS & ACCESSORIES BEAUTY HOLIDAY STYLE NOTES

Jewelry & watches > Rings > Cocktail rings



Rainbow K \$2,640
Horn 14K Gold Diamond Ring

Provides 223 hours of change to Women's Empowerment Fund. Choose a different [cause partner](#)?

Color: Gold/Silver

Select your size [Download ring size guide](#)

Made to order - This item is final sale and cannot be returned. Estimated delivery: Jan 13 - Jan 20

ADD TO BAG


ADD TO WISHLIST

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RAINBOW K
 Women's Diamond Horn Hoop Bangle In Gold
\$9400 [Set Alert](#)
 Join now and earn up to **\$282 ModeSens Notes** when you buy.

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Estimated Price: \$9400

ONE SIZE

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Top Jewelry Looks from the Women at the 2024 Emmy Awards: Stunning Red Carpet Moments



Embracing her inner rock star, Swift took the stage dripping in a treasure trove of gems! From diamond horn earrings and bracelets by Rainbow K to pavé diamond drop hoops and rings from Ali Weiss Jewelry, she also flaunted pieces from Jade Ruzzo, Retrouvai, MATEO, Lizzie Mandler, Grown Brilliance and For Future Reference Vintage.



60. Plaintiff is informed and believes that Rainbow K markets the Horn collection through the same or similar channels as Feral Jewelry's Spike collection, through "brick and mortar" stores and online.

61. Plaintiff is informed and believes that Rainbow K targets the same or similar consumer audiences as Feral Jewelry through its marketing and promotional activities, particularly online.

62. Plaintiff is informed and believes that Rainbow K's extensive marketing of the offending Horn collection has created confusion in the marketplace.

63. Plaintiff is informed and believes that it will take substantial efforts and financial investment for Feral to retain its reputation throughout the trade and with the public.

64. Plaintiff is informed and believes that the similarities between Feral Jewelry's Spike Ring and Rainbow K's Horn Ring are too striking to be coincidental:



65. Plaintiff is informed and believes that Rainbow K has a history of copying jewelry designs from successful designers, and that doing so is custom and practice for Rainbow K's jewelry design, strategy, formation, and creation process. Plaintiff is also informed and believes that Rainbow K falsely advertises that it creates all of its piece of jewelry in France, when in reality Rainbow K uses a Chinese manufacturer in order to secure a cheaper rate of production.

66. Plaintiff is informed and believes that Emerald X, LLC ("Emerald X") is the entity which runs the COUTURE Atelier show in Las Vegas, Nevada at the Wynn Luxury Hotel ("COUTURE").

67. Plaintiff is informed and believes that Rainbow K has advertised, marketed, and distributed images of its infringing Horn collection on COUTURE's website and through print and online marketing for the show to advertise for the COUTURE show.

68. Plaintiff is informed and believes that there are numerous search results on COUTURE's website for "Rainbow K," including articles discussing Rainbow K's "fine, French jewelry collections."

69. On or about May 19, 2023, Plaintiff sent Rainbow K a Cease and Desist Letter, demanding that Rainbow K: (1) confirm in writing that Rainbow K immediately

1 remove and cease and desist any and all usage and displays of all copyrighted works
2 belonging to Feral, including all physical and digital formats; (2) confirm in writing that
3 Rainbow K will not display, promote, offer to sell or sell any goods infringing upon
4 Feral's copyrighted Spike Design works, including and not limited to the upcoming
5 COUTURE/Atelier tradeshow in Las Vegas, California; and (3) immediately provide a
6 comprehensive accounting of the gross revenues that Rainbow K (or
7 individuals/affiliates) has earned from its business through the use of the copyright
8 works belonging to Feral. Rainbow K failed to respond in any way or cease its infringing
9 conduct.

10 70. Likewise, on or about May 19, 2023, Plaintiff sent COUTURE a Cease and
11 Desist Letter, demanding that COUTURE: (1) immediately cease and desist from any
12 and all use, offer of sale and/or sales of any services related to the infringing designs,
13 Feral's registered copyright, or any derivation thereof; (2) immediately cease and desist
14 from any and all advertising or promotion of any services which are similar or can be
15 confused with Feral's by using the infringing designs, Feral's registered copyright, or
16 any derivation thereof; and (3) provide written confirmation of COUTURE's
17 compliance with these demands. COUTURE failed to respond in any way or cease its
18 infringing conduct.

19 71. Plaintiff is informed and believes that in June 2023 Emerald X published
20 Rainbow K's infringing Horn collection on its Instagram account for the COUTURE
21 show at @by_couture.

22 72. Plaintiff is informed and believes that in or about 2023, Emerald X granted
23 Rainbow K's application to exhibit its collections at COUTURE 2023.

24 73. Plaintiff is informed and believes that Rainbow K did showcase its
25 collections at COUTURE 2023, which necessarily included the infringing Horn
26 collection.

27 74. Plaintiff is informed and believes that on or about June 2-8, 2025, Rainbow
28 K attended the COUTURE Atelier show in Las Vegas, Nevada at the Wynn Luxury

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1 Hotel. At the COUTURE exhibit, Rainbow K had a booth and advertised, marketed, and
2 distributed its infringing Horn jewelry collection both through social media and in-
3 person at the exhibit.

4 75. Plaintiff is informed and believes that exhibiting at COUTURE is “an
5 exclusive curation of high-end designer fine jewelry and luxury timepieces,” and that
6 the chance to exhibit at COUTURE “gives designers and brands the opportunity to join
7 the top echelon of jewelry and timepiece design, and to meet with the most sought-after
8 retailers and press in the world.”

9 76. Plaintiff is informed and believes that exhibiting at COUTURE is an
10 exclusive opportunity to display “collections in an elegant, intimate showroom
11 environment;” to “cultivate relationships and make personal connection with leading
12 publications and influencers, both during the show and at daily networking events;” to
13 become “a part of the COUTURE community” which gives an exhibitor “unequaled
14 access to highly-motivated, high-end buyers who attend the event each year to discover
15 the breathtaking collections of COUTURE designers and brands;”

16 77. According to COUTURE’s website located at
17 <https://thecoutureshow.com/>, COUTURE is “The World’s Most Exceptional Curation
18 of Designer Fine Jewelry and Luxury Timepiece Brands.”

19 78. Plaintiff is informed and believes that, according to COUTURE’s website,
20 COUTURE is held annually at the luxurious Wynn Las Vegas. COUTURE is the most
21 exclusive and intimate destination for the designer fine jewelry and luxury timepiece
22 market. Catering to an elite community of renowned heritage brands, emerging design
23 talent, the finest retailers and award-winning media from around the globe, COUTURE
24 is the premier event where the jewelry industry gathers to connect, collaborate and
25 conduct business.

26 79. Plaintiff is informed and believes that, according to COUTURE’s website,
27 top-tier buyers from the world’s most distinguished retailers including Bergdorf
28 Goodman, Marissa Collections, TWIST, Reinhold Jewelers, Borsheims and Neiman

1 Marcus attend COUTURE each year. This is the only venue in the United States that
2 presents an exquisitely curated collection of preeminent designers and brands. From
3 BAYCO to Bell & Ross, from Jade Trau to Fernando Jorge, from Jacquie Aiche to Nikos
4 Koulis, COUTURE caters to its diverse retail community and offers only the best brands
5 that embody the essence of creativity and original design.

6 80. Plaintiff is informed and believes that, according to COUTURE's website,
7 COUTURE's designers and brands are among the most coveted in the world. From
8 current to collectible, the exceptional curation of design showcased at the event shape
9 jewelry and timepiece trends.

10 81. Plaintiff is informed and believes that, according to COUTURE's website,
11 COUTURE is the destination for world's most celebrated luxury consumer and trade
12 media outlets. Editors from magazines such as *Town & Country*, *Vanity Fair*, *Vogue*,
13 *Robb Report* and *Elite Traveler* seek cutting-edge trends and innovative designs, while
14 bloggers including The Adventurine, Katerina Perez and The Jewellery Editor, along
15 with influencers such as The Diamonds Girl and Champagne Gems, deliver up-to-the
16 minute editorial exposure throughout the duration of the event.

17 82. Plaintiff is informed and believes that, according to COUTURE's website,
18 the COUTURE trade event is perfect for jewelry retailers, high-end jewelry retailers,
19 fine jewelry associates, independent jewelers, and department store jewelry buyers.

20 83. Plaintiff is informed and believes that, according to COUTURE's website,
21 at the COUTURE trade event one would find fine jewelry, luxury jewelry, designer
22 jewelry, bespoke & one-of-a-kind pieces, timepiece collections, gemstones jewelry,
23 high-end diamond jewelry, trend-setting fine jewelry, and more.

24 **C. Defendant MyTheresa**

25 84. Plaintiff is informed and believes that MyTheresa is a German company
26 purportedly with its principal place of business located in Munich, Germany.

1 85. Plaintiff is informed and believes that MyTheresa is an online retail
2 destination for men’s, women’s, and children’s luxury fashion, jewelry, and lifestyle
3 design.

4 86. Plaintiff is informed and believes that, according to its website at
5 <https://www.mytheresa.com/us/en/about-us>, “Mytheresa is a leading luxury multi-brand
6 digital platform. Founded as a boutique in 1987, Mytheresa launched online in 2006
7 and offers ready-to-wear, shoes, bags and accessories for womenswear, menswear,
8 kidswear as well as lifestyle products and fine jewelry. The highly curated edit of
9 up to 250 brands focuses on true luxury brands such as Bottega Veneta, Brunello
10 Cucinelli, Dolce&Gabbana, Gucci, Loewe, Loro Piana, Moncler, Prada, Saint
11 Laurent, The Row, Valentino, and many more. Mytheresa’s unique digital
12 experience is based on a sharp focus on high-end luxury shoppers, exclusive
13 product and content offerings, leading technology and analytical platforms as well
14 as high quality service operations. Mytheresa is part of LuxExperience, the leading
15 digital, multi-brand luxury group and reported €988.5 million GMV in fiscal year
16 2025.”

17 87. Plaintiff is informed and believes that MyTheresa intentionally markets,
18 advertises, promotes, sells, and transports Rainbow K’s infringing Horn collection in the
19 United States and around the world.

20 **D. Defendant Schoola, Inc. d/b/a OliveLA**

21 88. Plaintiff is informed and believes that Defendant Schoola, Inc. d/b/a
22 Olivela.com (“OliveLA”) is, and at all times relevant was, a Delaware corporation with
23 its principal place of business located in the State of New York.

24 89. Plaintiff is informed and believes that OliveLA is an online retail outlet
25 offering women’s designer fashion, eveningwear, gowns, fine jewelry, and accessories.

26 90. Plaintiff is informed and believes that, according to its website at
27 <https://www.olivela.com/impact/about-us>, OliveLA claims that: “We carry the very best
28 in style from a leading lineup of fashion and jewelry brands.”

1 91. Plaintiff is informed and believes that OliveLA intentionally markets,
2 advertises, promotes, sells, and transports Rainbow K’s infringing Horn collection in the
3 United States and around the world.

4 **E. Defendant SoPicks**

5 92. Plaintiff is informed and believes that Defendant SoPicks is, and at all
6 times relevant was, an Italian company under the laws of Italy with its principal place of
7 business located in Italy.

8 93. Plaintiff is informed and believes that SoPicks is an online search engine
9 for customers to discover fashion products from thousands of online stores.

10 94. Plaintiff is informed and believes that, according to its website at
11 <https://www.sopicks.com/about>, “SoPicks leverages state-of-the-art technology, a
12 comprehensive aggregation model, and strong relationships with trusted merchants to
13 curate a vast selection from luxury retailers and iconic fashion houses.” Further,
14 SoPicks’ “advanced search engine and powerful data analysis and filtering system”
15 allows shoppers to “effortlessly search by color, brand, or style to find the precise results
16 you desire.”

17 95. Plaintiff is informed and believes that SoPicks intentionally markets,
18 advertises, promotes, sells, and transports Rainbow K’s infringing Horn collection in the
19 United States and around the world.

20 **F. Defendant Eastward Bound Technology, Inc. d/b/a Vugstyle**

21 96. Plaintiff is informed and believes that Defendant Eastward Bound
22 Technology, Inc. d/b/a Vugstyle is, and at all times relevant was, a Colorado corporation
23 with its principal place of business located in the City of Denver and State of Colorado.

24 97. Plaintiff is informed and believes that Vugstyle is a luxury shopping
25 platform and offers users an online experience by curating personalized shopping
26 options in the luxury goods market.

1 98. Plaintiff is informed and believes that Vugstyle intentionally markets,
2 advertises, promotes, sells, and transports Rainbow K’s infringing Horn collection in the
3 United States and around the world.

4 **G. Defendant Last Resort, LLC**

5 99. Plaintiff is informed and believes that Defendant Last Resort, LLC (“Last
6 Resort”) is, and at all times relevant was, a California limited liability company with its
7 principal place of business located at 549 Moreno Avenue, Apt. 306, Los Angeles,
8 California 90049.

9 100. Plaintiff is informed and believes that Last Resort is a boutique that focuses
10 on offering many high-end emerging brands, providing premium, luxury vacation and
11 travel-inspired clothing, beachwear items, and accessories, and creating a luxury travel
12 shopping experience.

13 101. Plaintiff is informed and believes that Last Resort intentionally markets,
14 advertises, promotes, sells, and transports Rainbow K’s infringing Horn collection in the
15 United States and around the world.

16 **H. Defendant Maxfield Enterprises, Inc.**

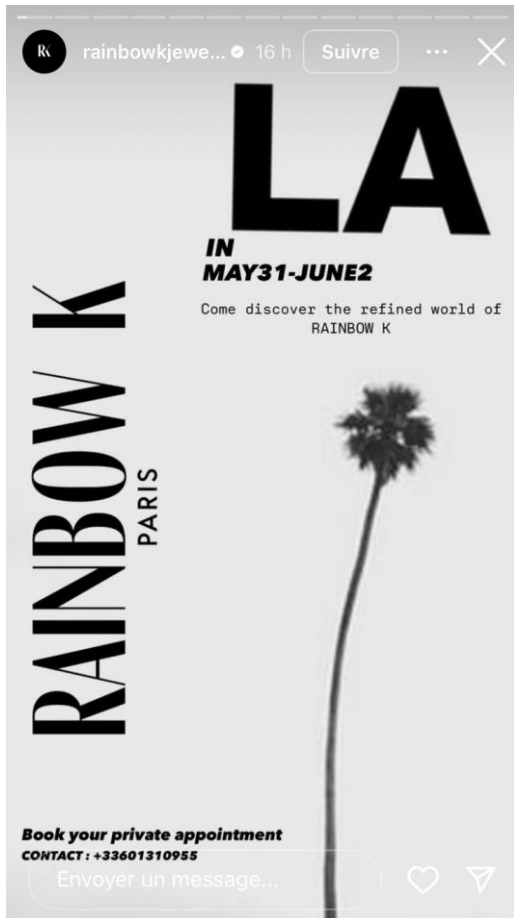
17 102. Plaintiff is informed and believes that Defendant Maxfield Enterprises,
18 Inc. (“Maxfield”) is, and at all times relevant was, a California corporation with its
19 principal place of business located at 8825 Melrose Avenue, Los Angeles, California
20 90069.

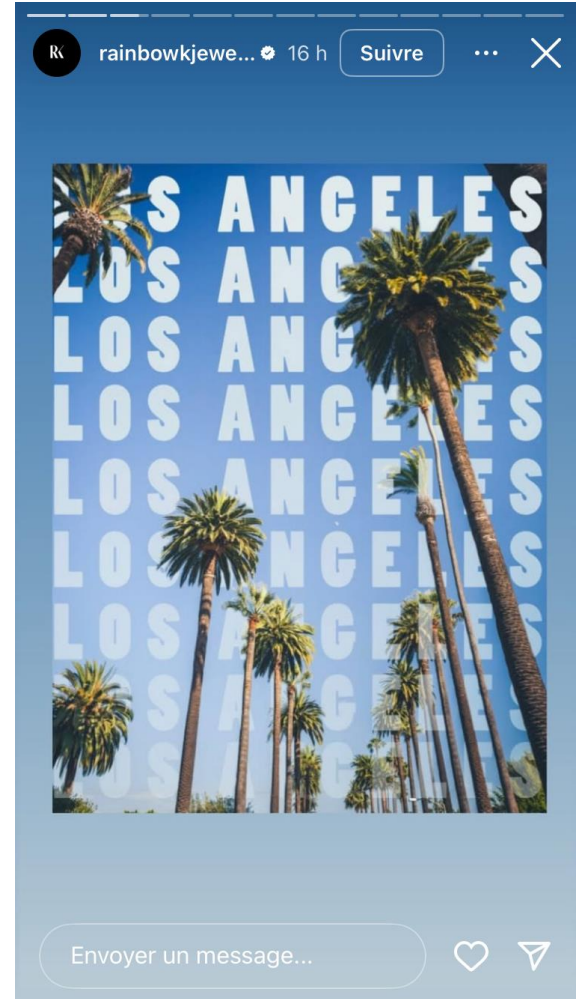
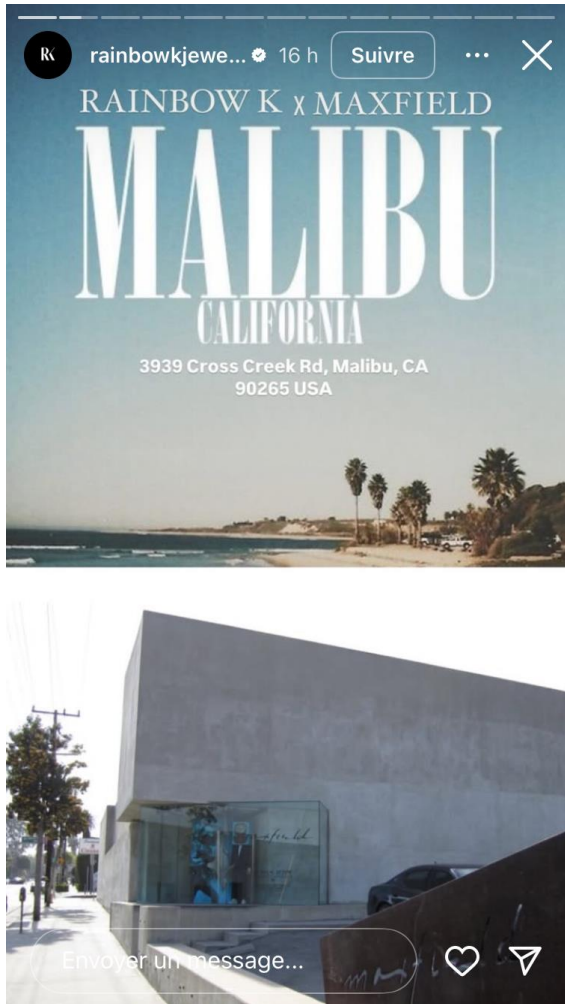
21 103. Plaintiff hereby substitutes Maxfield Enterprises, Inc. (“Maxfield”) in place
22 of DOE 1, pursuant to Federal Rules of Civil Procedure 15(a). All references to “DOE
23 1” in the original Complaint shall now refer to Maxfield Enterprises, Inc.

24 104. Plaintiff is informed and believes that Maxfield is a boutique and gallery
25 offering a curated selection of womenswear, menswear, vintage books, collectible
26 furniture, and various objects sourced internationally.

1 105. Plaintiff is informed and believes that Maxfield intentionally markets,
2 advertises, promotes, sells, and transports Rainbow K's infringing Horn collection in the
3 United States and around the world.

4 106. Plaintiff discovered that on or about May 28, 2025, Rainbow K and its
5 principal Kelia Toledano posted advertisements on their Instagram accounts that
6 Rainbow K would be presenting its jewelry collection as a "trunk show" at a shop in
7 Malibu, Los Angeles called "Maxfield" from May 31, 2025 to June 2, 2025. Plaintiff
8 later confirmed that Maxfield did in fact host Rainbow K's "trunk show" from May 31,
9 2025 to June 1, 2025.

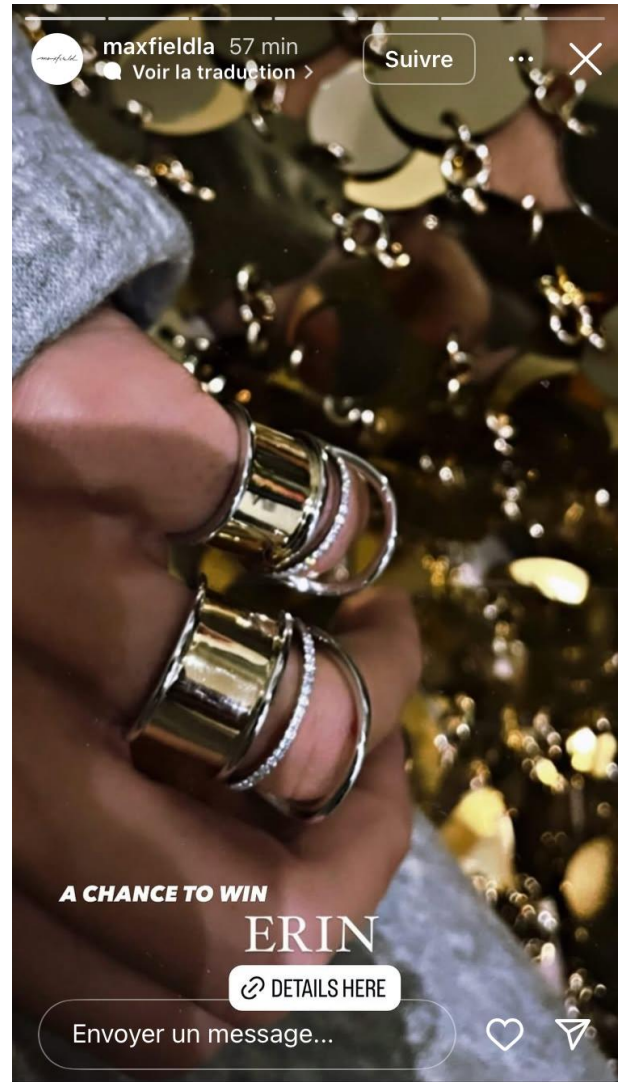




107. On June 1, 2025, Rainbow K posted on its Instagram account again advertising the trunk show at Maxfield's Malibu location. In said Instagram post, Rainbow K displayed and marketed the infringing "Horn" bracelets as available for purchase at Maxfield's Malibu location that weekend.

108. Plaintiff also discovered that, on June 1, 2025, Maxfield hosted the Rainbow K trunk show, wherein Rainbow K and Maxfield displayed Rainbow K's infringing "Horn" collection of jewelry products. Specifically, Rainbow K and Maxfield displayed, advertised, and offered for sale Rainbow K's infringing Horn Ring and Horn Bracelet at Maxfield's Malibu store on June 1, 2025.

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I. Defendant Lissa Fine Jewelry

109. Plaintiff is informed and believes that Defendant Lissa Fine Jewelry. (“Lissa Fine Jewelry”) is, and at all times relevant was, a New York entity with its principal place of business located at 445 Park Avenue #16B, New York, NY 10022.

110. Plaintiff hereby substitutes Lissa Fine Jewelry (“Lissa Fine Jewelry”) in place of DOE 2, pursuant to Federal Rules of Civil Procedure 15(a). All references to “DOE 2” in the original Complaint shall now refer to Lissa Fine Jewelry.

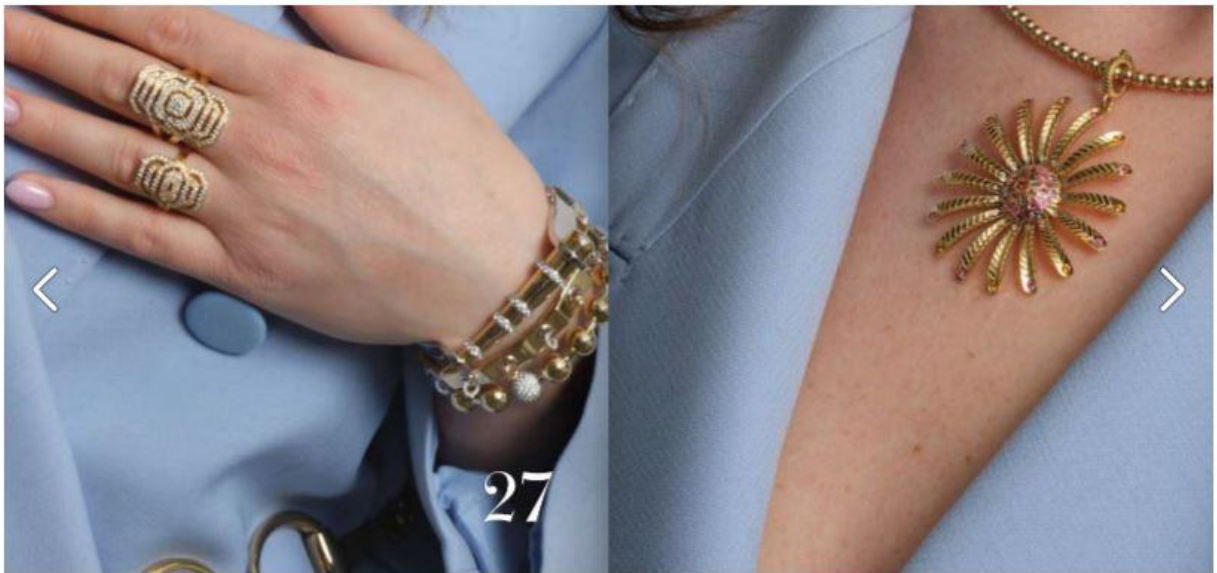
111. Plaintiff is informed and believes that Lissa Fine Jewelry is a jewelry boutique selling necklaces, bracelets, earrings, and rings, as well as bridal jewelry.

112. Plaintiff is informed and believes that Lissa Fine Jewelry intentionally markets, advertises, promotes, sells, and transports Rainbow K's infringing Horn collection in the United States and around the world.



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FIRST CAUSE OF ACTION
FOR COPYRIGHT INFRINGEMENT

17 U.S.C. §§ 101, 106, 501, *et seq.*

(Against all Defendants and DOES 3-50)

113. Plaintiff hereby incorporates by reference paragraphs 1 through 112 above and re-alleges them as though they have been fully set forth at this point.

114. Plaintiff is informed and believes that according to 17 U.S.C. § 501, “Anyone who violates any of the exclusive rights of the copyright owner as provided by sections 106 through 122... is an infringer of the copyright or right of the author...”

115. Plaintiff is informed and believes that 17 U.S.C. § 106 gives the owner of a copyright the exclusive rights to do and to authorize the reproduction of the copyrighted work in copies; prepare derivative works based upon the copyrighted work; and distribute copies of the copyrighted work to the public by sale or other transfer of ownership, or by rental, lease, or lending.

116. Plaintiff is informed and believes that a copyright protects works of authorship, including artistic designs in jewelry.

117. Plaintiff is informed and believes that Ms. Oster has obtained an active and valid copyright registration from the United States Copyright Office (“USCO”) which covers and includes exclusive rights to the Feral Jewelry Spike collection.

118. Plaintiff is informed and believes that Ms. Oster owns an active and valid registered copyright of the Spike Ring with the USCO under Registration Number VA 2-202-552.

119. Plaintiff is informed and believes that Ms. Oster has also obtained and owns an active and valid copyright registration from the USCO under Registration Number VA 2-352-994.

120. Plaintiff is informed and believes that the Feral Jewelry Spike Ring and Spike Bracelet, and Spike design collection are original, creative works and derivative works in which Plaintiff owns a valid copyright.

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1 121. Plaintiff is informed and believes that Plaintiff's Spike Ring is properly
2 registered with the USCO and Plaintiff has complied with all statutory formalities under
3 the Copyright Act and under regulations published by the USCO.

4 122. Plaintiff is informed and believes that Plaintiff's Spike Pendant is properly
5 registered with the USCO and Plaintiff has complied with all statutory formalities under
6 the Copyright Act and under regulations published by the USCO.

7 123. Plaintiff is informed and believes that Plaintiff's Spike Bracelet is a
8 derivative work from Plaintiff's copyrighted Spike Ring that is properly registered with
9 the USCO and Plaintiff has complied with all statutory formalities under the Copyright
10 Act and under regulations published by the USCO.

11 124. Plaintiff is informed and believes that Defendant Rainbow K violated
12 Plaintiff's exclusive right to reproduce Plaintiff's copyrighted Spike Ring and Spike
13 Bracelet by duplicating, copying, selling, transporting, distributing, advertising, and/or
14 marketing Rainbow K's infringing Horn Ring and Horn Bracelet without permission.
15 Upon information and belief, Rainbow K's infringing Horn collection jewelry pieces
16 more than resembles Plaintiff's Spike collection jewelry designs which constitutes direct
17 infringement.

18 125. Plaintiff is informed and believes that Defendant Rainbow K violated
19 Plaintiff's exclusive right to prepare derivative works based on her copyrighted work of
20 the Spike Ring and Spike Bracelet by duplicating, copying, selling, transporting,
21 distributing, advertising, and/or marketing Rainbow K's infringing Horn Ring and Horn
22 Bracelet without permission.

23 126. Plaintiff is informed and believes that Defendant Rainbow K violated
24 Plaintiff's exclusive right to distribute copies of her copyrighted Spike Ring and Spike
25 Bracelet by duplicating, copying, selling, transporting, distributing, advertising, and/or
26 marketing Rainbow K's infringing Horn Ring and Horn Bracelet without permission.

27 127. Plaintiff is informed and believes that Rainbow K markets, advertises,
28 promotes, and sells the Horn collection directly in the United States, France, and through

1 online retailers reaching consumers across the globe, including but not limited to
2 MyTheresa, OlivaLA, Modesens, SoPicks, Vugstyle, Last Resort, Tiny Goods, The
3 Webster, Lissa Fine Jewelry, HP Village Market, Valentines Too, Saks Fifth Avenue,
4 Tassels, Goop, Milestones by Ashleigh Bergman, Clothbase, Beyond Style, and
5 Maxfield.

6 128. Plaintiff is informed and believes that Rainbow K has advertised, marketed,
7 and distributed images of its infringing Horn collection on COUTURE's website and
8 through print and online marketing for the show to advertise for the COUTURE show.

9 129. Plaintiff is informed and believes that Defendant Rainbow K's violation of
10 Plaintiff's exclusive copyrights to the Spike collection design constitutes willful
11 copyright infringement. Upon information and belief, Rainbow K willfully infringed
12 upon Plaintiff's copyrighted Spike design collection in violation of Title 17 of the U.S.
13 Code, in that Rainbow K used, reproduced, distributed, transported, publicized, and
14 otherwise held out to the public for Rainbow K's commercial benefit Plaintiff's original
15 and unique Spike design without Plaintiff's consent or authority.

16 130. Plaintiff is informed and believes that Plaintiff has not granted Rainbow K
17 a license, right, assignment, permission, or authority to use the copyrighted Spike design
18 in any manner.

19 131. Plaintiff is informed and believes that Rainbow K will continue to engage
20 in the aforementioned infringing activities and unlawful business practices unless and
21 until this Court issues an injunction ordering Rainbow K to cease and desist their
22 violations.

23 132. Plaintiff is informed and believes that as a result of Rainbow K's violations
24 of Title 17 of the U.S. Code, Plaintiff is entitled to an award of actual damages and
25 disgorgement of all of Rainbow K's profits attributable to the infringements as provided
26 by 17 U.S.C. §504 in an amount to be proven, or in the alternative, at Plaintiff's election,
27 an award for statutory damages against Rainbow K for each infringement pursuant to 17
28 U.S.C. §505, including the recovery of full costs as well as reasonable attorney's fees.

1 133. Plaintiff is informed and believes that as a result of Rainbow K's violations
2 of Title 17 of the U.S. Code, Plaintiff is entitled to injunctive relief to prevent and/or
3 restrain Rainbow K from further infringement of Plaintiff's copyright pursuant to 17
4 U.S.C. § 502.

5 134. Plaintiff is informed and believes that Defendant MyTheresa violated
6 Plaintiff's exclusive right to distribute copies of her copyrighted Spike Ring and Spike
7 Bracelet by selling, transporting, distributing, advertising, and/or marketing Rainbow
8 K's infringing Horn Ring and Horn Bracelet.

9 135. Plaintiff is informed and believes that Defendant MyTheresa's violation of
10 Plaintiff's exclusive copyrights to the Spike Ring and Spike Bracelet constitutes willful
11 copyright infringement. Upon information and belief, MyTheresa willfully infringed
12 upon Plaintiff's copyrighted Spike design collection in violation of Title 17 of the U.S.
13 Code, in that MyTheresa distributed, transported, publicized, marketed, advertised, and
14 otherwise held out to the public for Rainbow K's and MyTheresa's commercial benefit
15 Plaintiff's original and unique Spike design without Plaintiff's consent or authority.

16 136. Plaintiff is informed and believes that Plaintiff has not granted MyTheresa
17 a license, right, assignment, permission, or authority to distribute copies of Plaintiff's
18 copyrighted Spike design in any manner.

19 137. Plaintiff is informed and believes that MyTheresa will continue to engage
20 in the aforementioned infringing activities and unlawful business practices unless and
21 until this Court issues an injunction ordering MyTheresa to cease and desist their
22 violations.

23 138. Plaintiff is informed and believes that as a result of MyTheresa's violations
24 of Title 17 of the U.S. Code, Plaintiff is entitled to an award of actual damages and
25 disgorgement of all of MyTheresa's profits attributable to the infringements as provided
26 by 17 U.S.C. § 504 in an amount to be proven, or in the alternative, at Plaintiff's election,
27 an award for statutory damages against MyTheresa for each infringement pursuant to 17
28 U.S.C. §505, including the recovery of full costs as well as reasonable attorney's fees.

1 139. Plaintiff is informed and believes that as a result of MyTheresa's violations
2 of Title 17 of the U.S. Code, Plaintiff is entitled to injunctive relief to prevent and/or
3 restrain MyTheresa from further infringement of Plaintiff's copyright pursuant to 17
4 U.S.C. § 502.

5 140. Plaintiff is informed and believes that Defendant OliveLA violated
6 Plaintiff's exclusive right to distribute copies of her copyrighted Spike Ring and Spike
7 Bracelet by selling, transporting, distributing, advertising, and/or marketing Rainbow
8 K's infringing Horn Ring and Horn Bracelet.

9 141. Plaintiff is informed and believes that Defendant OliveLA's violation of
10 Plaintiff's exclusive copyrights to the Spike Ring and Spike Bracelet constitutes willful
11 copyright infringement. Upon information and belief, OliveLA willfully infringed upon
12 Plaintiff's copyrighted Spike design collection in violation of Title 17 of the U.S. Code,
13 in that OliveLA distributed, transported, publicized, marketed, advertised, and otherwise
14 held out to the public for Rainbow K's and OliveLA's commercial benefit Plaintiff's
15 original and unique Spike design without Plaintiff's consent or authority.

16 142. Plaintiff is informed and believes that Plaintiff has not granted OliveLA a
17 license, right, assignment, permission, or authority to distribute copies of Plaintiff's
18 copyrighted Spike design in any manner.

19 143. Plaintiff is informed and believes that OliveLA will continue to engage in
20 the aforementioned infringing activities and unlawful business practices unless and until
21 this Court issues an injunction ordering OliveLA to cease and desist their violations.

22 144. Plaintiff is informed and believes that as a result of OliveLA's violations
23 of Title 17 of the U.S. Code, Plaintiff is entitled to an award of actual damages and
24 disgorgement of all of OliveLA's profits attributable to the infringements as provided
25 by 17 U.S.C. § 504 in an amount to be proven, or in the alternative, at Plaintiff's election,
26 an award for statutory damages against OliveLA for each infringement pursuant to 17
27 U.S.C. §505, including the recovery of full costs as well as reasonable attorney's fees.

1 145. Plaintiff is informed and believes that as a result of OliveLA's violations
2 of Title 17 of the U.S. Code, Plaintiff is entitled to injunctive relief to prevent and/or
3 restrain OliveLA from further infringement of Plaintiff's copyright pursuant to 17
4 U.S.C. § 502.

5 146. Plaintiff is informed and believes that Defendant SoPicks violated
6 Plaintiff's exclusive right to distribute copies of her copyrighted Spike Ring and Spike
7 Bracelet by selling, transporting, distributing, advertising, and/or marketing Rainbow
8 K's infringing Horn Ring and Horn Bracelet.

9 147. Plaintiff is informed and believes that Defendant SoPicks' violation of
10 Plaintiff's exclusive copyrights to the Spike Ring and Spike Bracelet constitutes willful
11 copyright infringement. Upon information and belief, SoPicks willfully infringed upon
12 Plaintiff's copyrighted Spike design collection in violation of Title 17 of the U.S. Code,
13 in that SoPicks distributed, transported, publicized, marketed, advertised, and otherwise
14 held out to the public for Rainbow K's and SoPicks' commercial benefit Plaintiff's
15 original and unique Spike design without Plaintiff's consent or authority.

16 148. Plaintiff is informed and believes that Plaintiff has not granted SoPicks' a
17 license, right, assignment, permission, or authority to distribute copies of Plaintiff's
18 copyrighted Spike design in any manner.

19 149. Plaintiff is informed and believes that SoPicks will continue to engage in
20 the aforementioned infringing activities and unlawful business practices unless and until
21 this Court issues an injunction ordering SoPicks to cease and desist their violations.

22 150. Plaintiff is informed and believes that as a result of SoPicks' violations of
23 Title 17 of the U.S. Code, Plaintiff is entitled to an award of actual damages and
24 disgorgement of all of SoPicks' profits attributable to the infringements as provided by
25 17 U.S.C. § 504 in an amount to be proven, or in the alternative, at Plaintiff's election,
26 an award for statutory damages against SoPicks for each infringement pursuant to 17
27 U.S.C. §505, including the recovery of full costs as well as reasonable attorney's fees.

1 151. Plaintiff is informed and believes that as a result of SoPicks' violations of
2 Title 17 of the U.S. Code, Plaintiff is entitled to injunctive relief to prevent and/or
3 restrain SoPicks from further infringement of Plaintiff's copyright pursuant to 17 U.S.C.
4 § 502.

5 152. Plaintiff is informed and believes that Defendant Vugstyle violated
6 Plaintiff's exclusive right to distribute copies of her copyrighted Spike Ring and Spike
7 Bracelet by selling, transporting, distributing, advertising, and/or marketing Rainbow
8 K's infringing Horn Ring and Horn Bracelet.

9 153. Plaintiff is informed and believes that Defendant Vugstyle's violation of
10 Plaintiff's exclusive copyrights to the Spike Ring and Spike Bracelet constitutes willful
11 copyright infringement. Upon information and belief, Vugstyle willfully infringed upon
12 Plaintiff's copyrighted Spike design collection in violation of Title 17 of the U.S. Code,
13 in that Vugstyle distributed, transported, publicized, marketed, advertised, and otherwise
14 held out to the public for Rainbow K's and Vugstyle's commercial benefit Plaintiff's
15 original and unique Spike design without Plaintiff's consent or authority.

16 154. Plaintiff is informed and believes that Plaintiff has not granted Vugstyle's
17 a license, right, assignment, permission, or authority to distribute copies of Plaintiff's
18 copyrighted Spike design in any manner.

19 155. Plaintiff is informed and believes that Vugstyle will continue to engage in
20 the aforementioned infringing activities and unlawful business practices unless and until
21 this Court issues an injunction ordering Vugstyle to cease and desist their violations.

22 156. Plaintiff is informed and believes that as a result of Vugstyle's violations
23 of Title 17 of the U.S. Code, Plaintiff is entitled to an award of actual damages and
24 disgorgement of all of Vugstyle's profits attributable to the infringements as provided
25 by 17 U.S.C. § 504 in an amount to be proven, or in the alternative, at Plaintiff's election,
26 an award for statutory damages against Vugstyle for each infringement pursuant to 17
27 U.S.C. §505, including the recovery of full costs as well as reasonable attorney's fees.

1 157. Plaintiff is informed and believes that as a result of Vugstyle's violations
2 of Title 17 of the U.S. Code, Plaintiff is entitled to injunctive relief to prevent and/or
3 restrain Vugstyle from further infringement of Plaintiff's copyright pursuant to 17
4 U.S.C. § 502.

5 158. Plaintiff is informed and believes that Defendant Last Resort violated
6 Plaintiff's exclusive right to distribute copies of her copyrighted Spike Ring and Spike
7 Bracelet by selling, transporting, distributing, advertising, and/or marketing Rainbow
8 K's infringing Horn Ring and Horn Bracelet.

9 159. Plaintiff is informed and believes that Defendant Last Resort's violation of
10 Plaintiff's exclusive copyrights to the Spike Ring and Spike Bracelet constitutes willful
11 copyright infringement. Upon information and belief, Last Resort willfully infringed
12 upon Plaintiff's copyrighted Spike design collection in violation of Title 17 of the U.S.
13 Code, in that Last Resort distributed, transported, publicized, marketed, advertised, and
14 otherwise held out to the public for Rainbow K's and Last Resort's commercial benefit
15 Plaintiff's original and unique Spike design without Plaintiff's consent or authority.

16 160. Plaintiff is informed and believes that Plaintiff has not granted Last Resort
17 a license, right, assignment, permission, or authority to distribute copies of Plaintiff's
18 copyrighted Spike design in any manner.

19 161. Plaintiff is informed and believes that Last Resort will continue to engage
20 in the aforementioned infringing activities and unlawful business practices unless and
21 until this Court issues an injunction ordering Last Resort to cease and desist their
22 violations.

23 162. Plaintiff is informed and believes that as a result of Last Resort's violations
24 of Title 17 of the U.S. Code, Plaintiff is entitled to an award of actual damages and
25 disgorgement of all of Last Resort's profits attributable to the infringements as provided
26 by 17 U.S.C. § 504 in an amount to be proven, or in the alternative, at Plaintiff's election,
27 an award for statutory damages against Last Resort for each infringement pursuant to 17
28 U.S.C. §505, including the recovery of full costs as well as reasonable attorney's fees.

1 163. Plaintiff is informed and believes that as a result of Last Resort's violations
2 of Title 17 of the U.S. Code, Plaintiff is entitled to injunctive relief to prevent and/or
3 restrain Last Resort from further infringement of Plaintiff's copyright pursuant to 17
4 U.S.C. § 502.

5 164. Plaintiff is informed and believes that Defendant Maxfield violated
6 Plaintiff's exclusive right to distribute copies of her copyrighted Spike Ring and Spike
7 Bracelet by selling, transporting, distributing, advertising, and/or marketing Rainbow
8 K's infringing Horn Ring and Horn Bracelet.

9 165. Plaintiff is informed and believes that Defendant Maxfield's violation of
10 Plaintiff's exclusive copyrights to the Spike Ring and Spike Bracelet constitutes willful
11 copyright infringement. Upon information and belief, Maxfield willfully infringed upon
12 Plaintiff's copyrighted Spike design collection in violation of Title 17 of the U.S. Code,
13 in that Maxfield distributed, transported, publicized, marketed, advertised, and
14 otherwise held out to the public for Rainbow K's and Maxfield's commercial benefit
15 Plaintiff's original and unique Spike design without Plaintiff's consent or authority.

16 166. Plaintiff is informed and believes that Plaintiff has not granted Maxfield a
17 license, right, assignment, permission, or authority to distribute copies of Plaintiff's
18 copyrighted Spike design in any manner.

19 167. Plaintiff is informed and believes that Maxfield will continue to engage in
20 the aforementioned infringing activities and unlawful business practices unless and until
21 this Court issues an injunction ordering Maxfield to cease and desist their violations.

22 168. Plaintiff is informed and believes that as a result of Maxfield's violations
23 of Title 17 of the U.S. Code, Plaintiff is entitled to an award of actual damages and
24 disgorgement of all of Maxfield's profits attributable to the infringements as provided
25 by 17 U.S.C. § 504 in an amount to be proven, or in the alternative, at Plaintiff's election,
26 an award for statutory damages against Maxfield for each infringement pursuant to 17
27 U.S.C. §505, including the recovery of full costs as well as reasonable attorney's fees.
28

1 169. Plaintiff is informed and believes that as a result of Maxfield's violations
2 of Title 17 of the U.S. Code, Plaintiff is entitled to injunctive relief to prevent and/or
3 restrain Maxfield from further infringement of Plaintiff's copyright pursuant to 17
4 U.S.C. § 502.

5 170. Plaintiff is informed and believes that Defendant Lissa Fine Jewelry
6 violated Plaintiff's exclusive right to distribute copies of her copyrighted Spike Ring and
7 Spike Bracelet by selling, transporting, distributing, advertising, and/or marketing
8 Rainbow K's infringing Horn Ring and Horn Bracelet.

9 171. Plaintiff is informed and believes that Defendant Lissa Fine Jewelry's
10 violation of Plaintiff's exclusive copyrights to the Spike Ring and Spike Bracelet
11 constitutes willful copyright infringement. Upon information and belief, Lissa Fine
12 Jewelry willfully infringed upon Plaintiff's copyrighted Spike design collection in
13 violation of Title 17 of the U.S. Code, in that Lissa Fine Jewelry distributed, transported,
14 publicized, marketed, advertised, and otherwise held out to the public for Rainbow K's
15 and Lissa Fine Jewelry's commercial benefit Plaintiff's original and unique Spike design
16 without Plaintiff's consent or authority.

17 172. Plaintiff is informed and believes that Plaintiff has not granted Lissa Fine
18 Jewelry a license, right, assignment, permission, or authority to distribute copies of
19 Plaintiff's copyrighted Spike design in any manner.

20 173. Plaintiff is informed and believes that Lissa Fine Jewelry will continue to
21 engage in the aforementioned infringing activities and unlawful business practices
22 unless and until this Court issues an injunction ordering Lissa Fine Jewelry to cease and
23 desist their violations.

24 174. Plaintiff is informed and believes that as a result of Lissa Fine Jewelry's
25 violations of Title 17 of the U.S. Code, Plaintiff is entitled to an award of actual damages
26 and disgorgement of all of Lissa Fine Jewelry's profits attributable to the infringements
27 as provided by 17 U.S.C. § 504 in an amount to be proven, or in the alternative, at
28 Plaintiff's election, an award for statutory damages against Lissa Fine Jewelry for each

1 infringement pursuant to 17 U.S.C. §505, including the recovery of full costs as well as
2 reasonable attorney's fees.

3 175. Plaintiff is informed and believes that as a result of Lissa Fine Jewelry's
4 violations of Title 17 of the U.S. Code, Plaintiff is entitled to injunctive relief to prevent
5 and/or restrain Lissa Fine Jewelry from further infringement of Plaintiff's copyright
6 pursuant to 17 U.S.C. § 502.

7 176. Plaintiff is informed and believes that DOE Defendants 3-50 violated
8 Plaintiff's exclusive right to distribute copies of her copyrighted Spike Ring and Spike
9 Bracelet by selling, transporting, distributing, advertising, and/or marketing Rainbow
10 K's infringing Horn Ring and Horn Bracelet.

11 177. Plaintiff is informed and believes that DOE Defendants 3-50's violation of
12 Plaintiff's exclusive copyrights to the Spike Ring and Spike Bracelet constitutes willful
13 copyright infringement. Upon information and belief, DOE Defendants 3-50 willfully
14 infringed upon Plaintiff's copyrighted Spike design collection in violation of Title 17 of
15 the U.S. Code, in that DOE Defendants 3-50 distributed, transported, publicized,
16 marketed, advertised, and otherwise held out to the public for Rainbow K's and DOE
17 Defendants 3-50's commercial benefit Plaintiff's original and unique Spike design
18 without Plaintiff's consent or authority.

19 178. Plaintiff is informed and believes that Plaintiff has not granted DOE
20 Defendants 3-50 a license, right, assignment, permission, or authority to distribute
21 copies of Plaintiff's copyrighted Spike design in any manner.

22 179. Plaintiff is informed and believes that DOE Defendants 3-50 will continue
23 to engage in the aforementioned infringing activities and unlawful business practices
24 unless and until this Court issues an injunction ordering DOE Defendants 3-50 to cease
25 and desist their violations.

26 180. Plaintiff is informed and believes that as a result of DOE Defendants 3-50's
27 violations of Title 17 of the U.S. Code, Plaintiff is entitled to an award of actual damages
28 and disgorgement of all of DOE Defendants 3-50's profits attributable to the

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1 infringements as provided by 17 U.S.C. § 504 in an amount to be proven, or in the
2 alternative, at Plaintiff's election, an award for statutory damages against DOE
3 Defendants 3-50 for each infringement pursuant to 17 U.S.C. §505, including the
4 recovery of full costs as well as reasonable attorney's fees.

5 181. Plaintiff is informed and believes that as a result of DOE Defendants 3-50's
6 violations of Title 17 of the U.S. Code, Plaintiff is entitled to injunctive relief to prevent
7 and/or restrain DOE Defendants 3-50 from further infringement of Plaintiff's copyright
8 pursuant to 17 U.S.C. § 502.

9 182. Plaintiff has no adequate remedy at law, as the damage that has been done
10 to Plaintiff is irreparable. Thus, injunctive relief is necessary against defendants, and
11 each of them, to prevent further harm to Plaintiff, as Defendants, and each of them have
12 indicated that they have no intent on stopping their infringement of Plaintiff's
13 intellectual property rights.

14 **SECOND CAUSE OF ACTION**
15 **FOR CONTRIBUTORY COPYRIGHT INFRINGEMENT**

16 *(Against Defendants MyTheresa, OliveLA, SoPicks,*
17 *Vugstyle, Last Resort, Maxfield, Lissa Fine Jewelry and DOES 3-50)*

18 183. Plaintiff hereby incorporates by reference paragraphs 1 through 182 above
19 and re-alleges them as though they have been fully set forth at this point.

20 184. Upon information and belief, Defendant MyTheresa has and or is engaging
21 in the sale, transport, distribution, advertisement, and/or marketing of Rainbow K's
22 infringing Horn collection.

23 185. Upon information and belief, Defendant MyTheresa knew or had reason to
24 know that Rainbow K's infringing Horn collection infringed Plaintiff's copyrighted
25 works, as described above.

26 186. Upon information and belief, despite MyTheresa's actual and/or
27 constructive knowledge, MyTheresa promoted, marketed, distributed, and sold the
28 infringing Horn collection to consumers in the United States and abroad.

1 187. Upon information and belief, MyTheresa's actions materially contributed
2 to the infringement of Plaintiff's copyrights by third parties, including its suppliers,
3 resellers, and/or customers.

4 188. Upon information and belief, as a result of MyTheresa's conduct, Plaintiff
5 has suffered and continues to suffer damages, including irreparable harm.

6 189. Upon information and belief, Defendant OliveLA has and or is engaging in
7 the sale, transport, distribution, advertisement, and/or marketing of Rainbow K's
8 infringing Horn collection.

9 190. Upon information and belief, Defendant OliveLA knew or had reason to
10 know that Rainbow K's infringing Horn collection infringed Plaintiff's copyrighted
11 works, as described above.

12 191. Upon information and belief, despite OliveLA's actual and/or constructive
13 knowledge, OliveLA promoted, marketed, distributed, and sold the infringing Horn
14 collection to consumers in the United States and abroad.

15 192. Upon information and belief, OliveLA's actions materially contributed to
16 the infringement of Plaintiff's copyrights by third parties, including its suppliers,
17 resellers, and/or customers.

18 193. Upon information and belief, as a result of OliveLA's conduct, Plaintiff has
19 suffered and continues to suffer damages, including irreparable harm.

20 194. Upon information and belief, Defendant SoPicks has and or is engaging in
21 the sale, transport, distribution, advertisement, and/or marketing of Rainbow K's
22 infringing Horn collection.

23 195. Upon information and belief, Defendant SoPicks knew or had reason to
24 know that Rainbow K's infringing Horn collection infringed Plaintiff's copyrighted
25 works, as described above.

26 196. Upon information and belief, despite SoPicks' actual and/or constructive
27 knowledge, SoPicks promoted, marketed, distributed, and sold the infringing Horn
28 collection to consumers in the United States and abroad.

1 197. Upon information and belief, SoPicks' actions materially contributed to the
2 infringement of Plaintiff's copyrights by third parties, including its suppliers, resellers,
3 and/or customers.

4 198. Upon information and belief, as a result of SoPicks' conduct, Plaintiff has
5 suffered and continues to suffer damages, including irreparable harm.

6 199. Upon information and belief, Defendant Vugstyle has and or is engaging in
7 the sale, transport, distribution, advertisement, and/or marketing of Rainbow K's
8 infringing Horn collection.

9 200. Upon information and belief, Defendant Vugstyle knew or had reason to
10 know that Rainbow K's infringing Horn collection infringed Plaintiff's copyrighted
11 works, as described above.

12 201. Upon information and belief, despite Vugstyle's actual and/or constructive
13 knowledge, Vugstyle promoted, marketed, distributed, and sold the infringing Horn
14 collection to consumers in the United States and abroad.

15 202. Upon information and belief, Vugstyle's actions materially contributed to
16 the infringement of Plaintiff's copyrights by third parties, including its suppliers,
17 resellers, and/or customers.

18 203. Upon information and belief, as a result of Vugstyle's conduct, Plaintiff has
19 suffered and continues to suffer damages, including irreparable harm.

20 204. Upon information and belief, Defendant Last Resort has and or is engaging
21 in the sale, transport, distribution, advertisement, and/or marketing of Rainbow K's
22 infringing Horn collection.

23 205. Upon information and belief, Defendant Last Resort knew or had reason to
24 know that Rainbow K's infringing Horn collection infringed Plaintiff's copyrighted
25 works, as described above.

26 206. Upon information and belief, despite Last Resort's actual and/or
27 constructive knowledge, Last Resort promoted, marketed, distributed, and sold the
28 infringing Horn collection to consumers in the United States and abroad.

1 207. Upon information and belief, Last Resort's actions materially contributed
2 to the infringement of Plaintiff's copyrights by third parties, including its suppliers,
3 resellers, and/or customers.

4 208. Upon information and belief, as a result of Last Resort's conduct, Plaintiff
5 has suffered and continues to suffer damages, including irreparable harm.

6 209. Upon information and belief, Defendant Maxfield has and or is engaging
7 in the sale, transport, distribution, advertisement, and/or marketing of Rainbow K's
8 infringing Horn collection.

9 210. Upon information and belief, Defendant Maxfield knew or had reason to
10 know that Rainbow K's infringing Horn collection infringed Plaintiff's copyrighted
11 works, as described above.

12 211. Upon information and belief, despite Maxfield's actual and/or constructive
13 knowledge, Maxfield promoted, marketed, distributed, and sold the infringing Horn
14 collection to consumers in the United States and abroad.

15 212. Upon information and belief, Maxfield's actions materially contributed to
16 the infringement of Plaintiff's copyrights by third parties, including its suppliers,
17 resellers, and/or customers.

18 213. Upon information and belief, as a result of Maxfield's conduct, Plaintiff
19 has suffered and continues to suffer damages, including irreparable harm.

20 214. Upon information and belief, Defendant Lissa Fine Jewelry has and or is
21 engaging in the sale, transport, distribution, advertisement, and/or marketing of Rainbow
22 K's infringing Horn collection.

23 215. Upon information and belief, Defendant Lissa Fine Jewelry knew or had
24 reason to know that Rainbow K's infringing Horn collection infringed Plaintiff's
25 copyrighted works, as described above.

26 216. Upon information and belief, despite Lissa Fine Jewelry's actual and/or
27 constructive knowledge, Lissa Fine Jewelry promoted, marketed, distributed, and sold
28 the infringing Horn collection to consumers in the United States and abroad.

1 217. Upon information and belief, Lissa Fine Jewelry's actions materially
2 contributed to the infringement of Plaintiff's copyrights by third parties, including its
3 suppliers, resellers, and/or customers.

4 218. Upon information and belief, as a result of Lissa Fine Jewelry's conduct,
5 Plaintiff has suffered and continues to suffer damages, including irreparable harm.

6 219. Upon information and belief, DOE Defendants 3-50 have and/or are
7 engaging in the sale, transport, distribution, advertisement, and/or marketing of Rainbow
8 K's infringing Horn collection.

9 220. Upon information and belief, DOE Defendants 3-50 knew or had reason to
10 know that Rainbow K's infringing Horn collection infringed Plaintiff's copyrighted
11 works, as described above.

12 221. Upon information and belief, despite DOE Defendants 3-50's actual and/or
13 constructive knowledge, DOE Defendants 3-50 promoted, marketed, distributed, and
14 sold the infringing Horn collection to consumers in the United States and abroad.

15 222. Upon information and belief, DOE Defendants 3-50's actions materially
16 contributed to the infringement of Plaintiff's copyrights by third parties, including its
17 suppliers, resellers, and/or customers.

18 223. Upon information and belief, as a result of DOE Defendants 3-50's
19 conduct, Plaintiff has suffered and continues to suffer damages, including irreparable
20 harm.

21 **THIRD CAUSE OF ACTION**

22 **FOR ACCOUNTING**

23 *(Against all Defendants and DOES 3-50)*

24 224. Plaintiff hereby incorporates by reference paragraphs 1 through 223 above
25 and re-alleges them as though they have been fully set forth at this point.

26 225. An accounting is necessary to show the amount due to Plaintiff from each
27 Defendant, and the amount due would be shown by an accounting.
28

1 226. Upon information and belief, and as alleged herein, Defendant Rainbow K
2 has and/or is engaging in the sale, transport, distribution, advertisement, and/or
3 marketing of Rainbow K's infringing Horn collection.

4 227. As a result of Rainbow K's infringing actions, Rainbow K received,
5 possessed, and/or controlled funds or property belonging to Plaintiff or in which Plaintiff
6 has an interest.

7 228. The exact amount of money or property due to Plaintiff from Rainbow K is
8 unknown and cannot be ascertained without an accounting of the dealings and
9 transactions between the parties.

10 229. Plaintiff has demanded an accounting from Rainbow K, but Rainbow K has
11 failed and refused to provide such an accounting.

12 230. As a direct and proximate result of Rainbow K's conduct, Plaintiff has been
13 deprived of the ability to determine the full amount owed and has suffered damages in
14 an amount to be proven at trial.

15 231. Upon information and belief, and as alleged herein, Defendant MyTheresa
16 has and/or is engaging in the sale, transport, distribution, advertisement, and/or
17 marketing of Rainbow K's infringing Horn collection.

18 232. As a result of MyTheresa's infringing actions, MyTheresa received,
19 possessed, and/or controlled funds or property belonging to Plaintiff or in which Plaintiff
20 has an interest.

21 233. The exact amount of money or property due to Plaintiff from MyTheresa is
22 unknown and cannot be ascertained without an accounting of the dealings and
23 transactions between the parties.

24 234. As a direct and proximate result of MyTheresa's conduct, Plaintiff has been
25 deprived of the ability to determine the full amount owed and has suffered damages in
26 an amount to be proven at trial.
27
28

1 235. Upon information and belief, and as alleged herein, Defendant OliveLA has
2 and/or is engaging in the sale, transport, distribution, advertisement, and/or marketing
3 of Rainbow K's infringing Horn collection.

4 236. As a result of OliveLA's infringing actions, OliveLA received, possessed,
5 and/or controlled funds or property belonging to Plaintiff or in which Plaintiff has an
6 interest.

7 237. The exact amount of money or property due to Plaintiff from OliveLA is
8 unknown and cannot be ascertained without an accounting of the dealings and
9 transactions between the parties.

10 238. As a direct and proximate result of OliveLA's conduct, Plaintiff has been
11 deprived of the ability to determine the full amount owed and has suffered damages in
12 an amount to be proven at trial.

13 239. Upon information and belief, and as alleged herein, Defendant SoPicks has
14 and/or is engaging in the sale, transport, distribution, advertisement, and/or marketing
15 of Rainbow K's infringing Horn collection.

16 240. As a result of SoPicks' infringing actions, SoPicks received, possessed,
17 and/or controlled funds or property belonging to Plaintiff or in which Plaintiff has an
18 interest.

19 241. The exact amount of money or property due to Plaintiff from SoPicks is
20 unknown and cannot be ascertained without an accounting of the dealings and
21 transactions between the parties.

22 242. As a direct and proximate result of SoPicks' conduct, Plaintiff has been
23 deprived of the ability to determine the full amount owed and has suffered damages in
24 an amount to be proven at trial.

25 243. Upon information and belief, and as alleged herein, Defendant Vugstyle
26 has and/or is engaging in the sale, transport, distribution, advertisement, and/or
27 marketing of Rainbow K's infringing Horn collection.
28

1 244. As a result of Vugstyle's infringing actions, Vugstyle received, possessed,
2 and/or controlled funds or property belonging to Plaintiff or in which Plaintiff has an
3 interest.

4 245. The exact amount of money or property due to Plaintiff from Vugstyle is
5 unknown and cannot be ascertained without an accounting of the dealings and
6 transactions between the parties.

7 246. As a direct and proximate result of Vugstyle's conduct, Plaintiff has been
8 deprived of the ability to determine the full amount owed and has suffered damages in
9 an amount to be proven at trial.

10 247. Upon information and belief, and as alleged herein, Defendant Last Resort
11 has and/or is engaging in the sale, transport, distribution, advertisement, and/or
12 marketing of Rainbow K's infringing Horn collection.

13 248. As a result of Last Resort's infringing actions, Last Resort received,
14 possessed, and/or controlled funds or property belonging to Plaintiff or in which Plaintiff
15 has an interest.

16 249. The exact amount of money or property due to Plaintiff from Last Resort is
17 unknown and cannot be ascertained without an accounting of the dealings and
18 transactions between the parties.

19 250. As a direct and proximate result of Last Resort's conduct, Plaintiff has been
20 deprived of the ability to determine the full amount owed and has suffered damages in
21 an amount to be proven at trial.

22 251. Upon information and belief, and as alleged herein, Defendant Maxfield
23 has and/or is engaging in the sale, transport, distribution, advertisement, and/or
24 marketing of Rainbow K's infringing Horn collection.

25 252. As a result of Maxfield's infringing actions, Maxfield received, possessed,
26 and/or controlled funds or property belonging to Plaintiff or in which Plaintiff has an
27 interest.
28

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1 253. The exact amount of money or property due to Plaintiff from Maxfield is
2 unknown and cannot be ascertained without an accounting of the dealings and
3 transactions between the parties.

4 254. As a direct and proximate result of Maxfield's conduct, Plaintiff has been
5 deprived of the ability to determine the full amount owed and has suffered damages in
6 an amount to be proven at trial.

7 255. Upon information and belief, and as alleged herein, Defendant Lissa Fine
8 Jewelry has and/or is engaging in the sale, transport, distribution, advertisement, and/or
9 marketing of Rainbow K's infringing Horn collection.

10 256. As a result of Lissa Fine Jewelry's infringing actions, Lissa Fine Jewelry
11 received, possessed, and/or controlled funds or property belonging to Plaintiff or in
12 which Plaintiff has an interest.

13 257. The exact amount of money or property due to Plaintiff from Lissa Fine
14 Jewelry is unknown and cannot be ascertained without an accounting of the dealings and
15 transactions between the parties.

16 258. As a direct and proximate result of Lissa Fine Jewelry's conduct, Plaintiff
17 has been deprived of the ability to determine the full amount owed and has suffered
18 damages in an amount to be proven at trial.

19 259. Upon information and belief, and as alleged herein, DOE Defendants 3-50
20 have and/or are engaging in the sale, transport, distribution, advertisement, and/or
21 marketing of Rainbow K's infringing Horn collection.

22 260. As a result of DOE Defendants 3-50's infringing actions, DOE Defendants
23 1-50 received, possessed, and/or controlled funds or property belonging to Plaintiff or
24 in which Plaintiff has an interest.

25 261. The exact amount of money or property due to Plaintiff from DOE
26 Defendants 3-50 is unknown and cannot be ascertained without an accounting of the
27 dealings and transactions between the parties.
28

262. As a direct and proximate result of DOE Defendants 3-50's conduct, Plaintiff has been deprived of the ability to determine the full amount owed and has suffered damages in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

FIRST CAUSE OF ACTION FOR COPYRIGHT INFRINGEMENT

1. For injunctive relief as permitted by law;
2. For general, incidental and compensatory damages according to proof, which is expected to be in excess of \$5,000,000.00;
3. For prejudgment interest at the legal rate of 10%;
4. For reasonable attorneys' fees, costs, and expenses incurred as permitted by law; and,
5. For such other and further relief as the Court may deem proper.

SECOND CAUSE OF ACTION FOR CONTRIBUTORY COPYRIGHT INFRINGEMENT

1. For injunctive relief as permitted by law;
2. For general, incidental and compensatory damages according to proof, which is expected to be in excess of \$5,000,000.00;
3. For prejudgment interest at the legal rate of 10%;
4. For reasonable attorneys' fees, costs, and expenses incurred as permitted by law; and,
5. For such other and further relief as the Court may deem proper.

THIRD CAUSE OF ACTION FOR ACCOUNTING

1. For a full and complete accounting of all funds, assets, and property received, held, or managed by each Defendant for or on behalf of Plaintiff;
2. For payment to Plaintiff of all amounts determined to be due and owing from each Defendant as a result of the accounting;

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3. For interest on all amounts due from each Defendant;
4. For reasonable attorneys' fees, costs, and expenses incurred as permitted by law; and,
5. For such other and further relief as the Court may deem proper.

Dated: November 25, 2025

**JACOBSON, RUSSELL, SALTZ,
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